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February 7, 2005

Mary L. Cottrell, Secretary  
Department of Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, Massachusetts 02110

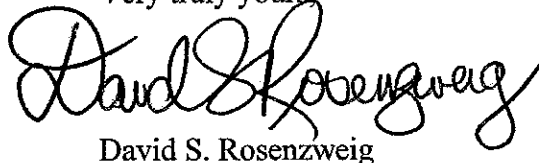
Re: NSTAR Electric/Biogen Agreement, D.T.E. 05-EC-1

Dear Secretary Cottrell:

Enclosed for filing in the above-referenced matter are the responses of NSTAR Electric to the information requests set forth on the accompanying list.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David S. Rosenzweig", written in a cursive style.

David S. Rosenzweig

Enclosures

cc:

Shaela McNulty Collins, Hearing Officer  
Colleen McConnell, Esq.

## Responses to Information Requests

Information Request DTE-1-1

Information Request DTE-1-2

Information Request DTE-1-3

Information Request DTE-1-1

Please refer to Sections 3.2 and 3.4 of the Agreement for Standby and Supplemental Service ("Agreement"). In the absence of the Agreement, identify

- (a) the tariff(s) that Biogen Idec MA Inc. ("Biogen") would be subject to for standby and supplemental services;
- (b) what Biogen would pay for standby service as outlined in items A through D of Section 3.2;
- (c) what Biogen would pay for supplemental service as outlined in items A through F listed under Section 3.4.

Response

- (a) Biogen Idec MA Inc. ("Biogen") would be subject to Cambridge's generally applicable rate for standby service, Rate SB-G3.
- (b) The standby service charges under Rate SB-G3 are identical to the charges listed in Section 3.2 of the contract. Thus, Biogen would pay the same charges as listed in the contract.
- (c) Biogen would pay the charges for Supplemental Delivery Service as listed in Rate SB-G3 as in effect from time to time. These charges are identical to those provided for in the contract. The applicable charges that are effective on January 1, 2005 are as follows:

Customer Charge	No Charge
Distribution	\$1.47 per kilovolt -ampere
Transmission	
First 100kVa	\$323.00
Over 100kVa	\$6.18 per kilovolt-ampere
Transition	
First 100kVa	\$121.87
Over 100kVa	\$1.22 per kilovolt -ampere
All kWh	\$0.00016 per kilowatt-hour
Energy Efficiency	\$0.00250 per kilowatt-hour
Renewable Energy	\$0.00050 per kilowatt-hour
Default Service Adj.	\$0.00000 per kilowatt-hour
Pension Adjustment	\$0.00122 per kilowatt-hour

The Company notes that the proposed contract at Section 3.4 erroneously lists the Supplemental Service Distribution Charge as "No Charge". The Agreement should be modified to list this charge as \$1.47 per kilovolt-ampere consistent with Cambridge's approved Rate SB-G3. The Company also corrects herewith its reference to SB-3 in Section 3.10 on page 5 of the Agreement to SB-G3. A copy of corrected pages 3, 4 and 5 of the Agreement is provided as Attachment DTE-1-1. (Please note that it has come to the Company's attention that, during the filing process, page 4 of the Agreement, which includes items G and H, as well as Section 3.5 through Section 3.8, were inadvertently omitted in some copies.) The Company has discussed these corrections with Biogen and they agree to insert the pages provided in Attachment DTE-1-1 as replacement pages in the Agreement.

ARTICLE III  
RATES AND CHARGES

- 3.1 The following rates and charges shall be applied to the Cogeneration Facility, including the determination of the Initial Standby Capacity and the calculation of annual minimum charges as set forth below.
- 3.2 Standby Service charges per month shall be the sum of the charges described in items A through D of this Section 3.2, or as otherwise amended under Cambridge Electric's General Service Rate G-3 in accordance with Section 3.10 hereof:
- A. Customer Charge: \$90.00
  - B. Distribution Charge:
    - First 100 kilovolt-amperes No charge
    - Over 100 kilovolt-amperes \$1.25 per kilovolt-ampere
  - C. Transmission Charge: No charge
  - D. Transition Charge: No charge
- 3.3 The Company will establish the kilovolt-amperes demand to be used for billing Standby Service at the level of the distribution capacity reserved for the Customer stated in kilovolt-amperes. This demand ("Contract Demand") shall be equal to the generating capability or the expected output of the Customer's Generation Unit(s), but shall not exceed the Customer's maximum connected load. If the Customer's actual generation exceeds its Contract Demand in any month, a new Contract Demand will be established based upon the maximum fifteen-minute output of the Customer's Generation Unit(s) occurring in such month as measured in kilovolt-amperes.
- 3.4 Supplemental Service charges per month shall be the sum of the charges described in items A through H of this Section 3.4, or as otherwise amended under Cambridge Electric's General Service Rate G-3 in accordance with Section 3.10 hereof:
- A. Customer Charge: No charge
  - B. Distribution Charge: \$1.47 per kilovolt-ampere
  - C. Transmission Charge As currently in effect
  - D. Transition Charge As currently in effect
  - E. Energy Efficiency Charge As currently in effect
  - F. Renewable Energy Charge As currently in effect

G. Default Service Adjustment As currently in effect

H. Pension/ PBOP Adjustment As currently in effect

3.5 The kilowatt-hours to be billed for Supplemental Service shall be the actual kilowatt-hours delivered by the Company over its distribution system as recorded on the meters measuring the electricity taken by the Customer.

3.6 The kilovolt-ampere demand to be used for billing Supplemental Service is the greatest fifteen-minute demand occurring in the billing month as measured in kilovolt-amperes and in accordance with the Determination of Demand and Billing provisions of the Cambridge Electric Rate G-3.

3.7 The supplemental billing demand shall be adjusted as follows: In the case of an outage or reduction in output of the customer generation below the Contract Demand, the interval demands used to determine the for billing demand for the Distribution charges under this Supplemental Delivery Service will be reduced for the period of the outage or reduction according to the following:

a. Contract Demand < 1,000 kW

i. If the Generation Unit output is equal to or greater than 100 kVA, by 44.1% of (the Contract Demand less the actual output of the Generation Unit(s)).

ii. If the Generation Unit output is less than 100 kVA, by the sum of (100 less the Generation Unit Output) and (44.1 % of the Contract Demand minus 100).

b. Contract Demand  $\geq$  1,000 kW

c. If the Generation Unit output is equal to or greater than 100 kVA, by the Contract Demand less the actual output of the Generation Unit(s)).

d. If the Generation Unit output is less than 100 kVA, by the sum of (100 less the Generation Unit Output) and (the Contract Demand minus 100).

Such reduction shall not be greater than the metered supplemental demand.

3.8 For the purposes of the kilowatt hour and kilovolt-ampere measurements referred to above, if for any reason the Company is unable to meter the Customer's Cogeneration Facility, the Company may estimate such billing units as reasonably required. In such cases, the Customer, at the Company's request, shall provide reasonably reliable documentation of the operation of the Cogeneration Facility during the period when metering was not available.

- 3.9 In the case of a Customer generating kilovolt-amperes, but receiving reactive power from the Company for their reactive load requirements that otherwise should be supplied by such generation, the Customer's kilovolt-ampere demand for billing will be adjusted to properly account for the actual output of the generator.
- 3.10 The foregoing structure for the rates and charges, including but not limited to the determination of the distribution charge for Standby Service as set forth in Sections 3.2 and 3.3 above, has been agreed to by the parties hereto and shall remain in effect for the full term of the Agreement; provided, however, the specific prices for the rates and charges shall be subject to future changes in Cambridge Electric's Rate G-3 and Rate SB-G3, as approved by the Department from time to time.
- 3.11 To the extent Customer constructs an additional cogeneration unit at the Campus, the Customer and the Company shall engage in good faith negotiations to make appropriate modifications to the Contract Demand rate. If, despite such negotiations, the Customer and the Company are unable to agree on such modifications, the Customer and the Company retain their respective rights to have the Contract Demand rate determined by the Department.

#### ARTICLE IV BILLING AND PAYMENTS

- 4.1 All bills rendered hereunder are net and payable upon presentation. Any bill not paid within 25 days from the date issued shall be subject to a late payment charge at the rate of one and one-half percent (1.5 percent) per month on the unpaid balance from the date issued until the date of payment.

#### ARTICLE V METERS AND METERING

- 5.1 The Company shall supply, own and maintain the meters and related equipment it deems necessary to measure electricity delivered to the Campus. Customer agrees to supply suitable locations at the Campus deemed necessary and appropriate to the Company for the installation of the Company's metering equipment, at no cost to the Company.
- 5.2 In the event that a meter should fail to register the full amount of energy delivered or the maximum demand, the Company may bill Customer on the basis of its most accurate estimates. Such estimates shall be binding upon both the Company and Customer.

Information Request DTE-1-2

Please refer to Section 3.4 of the Agreement, which refers to "items A through D." There are two additional items, E and F, in this Section. Were these items intentionally excluded? If so, why? If not, should they be referenced in the text of Section 3.4?

Response

The text of Section 3.4 should refer to items A through H. A copy of corrected pages for pages 3 and 4 of the Agreement was provided as Attachment DTE-1-1. The Company has discussed these corrections with Biogen and they agree to insert Attachment DTE-1-1 as replacement pages in the Agreement.



Information Request DTE-1-3

Please refer to Exhibit A of Attachment 3 (entitled "Interconnection Cost and Payment Terms") of the Agreement. Exhibit A's heading refers to Boston Edison Company. Under the Agreement, interconnection with Biogen will occur in Cambridge Electric Light Company's service territory. Should Exhibit A's heading refer to Cambridge Electric Light Company? If not, why not? If so, please submit a revised Exhibit for the public docket.

Response

The title of Exhibit A should refer to Cambridge Electric Light Company. A corrected page is provided as Attachment DTE-1-3. The Company has discussed this correction with Biogen and they agree to insert Attachment DTE-1-3 as a replacement page in the Agreement.

## Exhibit A

NOTICE OF INTENT TO INTERCONNECT A QUALIFYING FACILITY OR ON-SITE GENERATING FACILITY TO CAMBRIDGE ELECTRIC LIGHT COMPANY'S DISTRIBUTION SYSTEM

1. Date of Application November 10, 2003
2. Name of Applicant Biogen Idec MA Inc.
3. Account Number(s): \_\_\_\_\_
4. Address 14 Cambridge Center, Cambridge, MA 02142
5. Phone / Fax (617) 679-2885 / (617) 679-3599
6. Location of Facility 12 Cambridge Center, Cambridge, MA 02142
7. Service Entrance      Size 600 Amp    Voltage 13.8kV      Phase 3  
    Wire 500 MCM / 700 MCM      (number & size)
8. Point of Delivery 15kV Customer Station – 12 Cambridge Center  
     (if other than normal service entrance equipment)
9. Brief Description of Facility (including voltage level of delivery) \_\_\_\_\_  
     Nominal 5 MW natural gas, combined cycle co-generation facility interconnected  
     via a 15kV customer station.
10. Check One      X      Qualified Facility  
                              \_\_\_\_\_ On-Site Generation Facility  
                              \_\_\_\_\_
11. Primary Fuel Source Natural Gas
12. Maximum Net Energy per hour 5,140 kW / 11,886 Btu/kWhr – OEM Guarantee
13. Owners Biogen Idec MA Inc.
14. % Ownership by Electric Utility / Public Utility Holding Company 0%
15. Start Date of Construction June 1, 2004